Respect of the market for brand produce, our private adview state that "owing to the continued dultness and depression in trade, and exchagancy in our or may market, our jobbers have refused to carry any surplus stock, and it has been im-possible to hances soles of sugars. It has only been possible to place such lots as were wanted to fill immediate orders, which er about whelly for strictly choice grades, at 12@121 cts For medicas and dark grades there has been no demand, but we quote sactions, b@11 ctc.; dark, 7428 etc. — Mes. annu. - Uhoice, daff at 250c35 etc.; common ensulable.

Peny - Cunnet be pieced; quotable at 92710 ets. "Harr-Chaics lobbing at 10 cts.

"Rice - Course proofing at 10 case.

Course No intro sales. Kena would bring 174@18 cts.

Within the past day or two there appears to be more cosin one moting market, and some improvement in trade, and we look for a greater inquiry of all descriptions of merchandise." Mr. H. C. Beats, the enterprising editor of the San Prancisco More mittle Herald, sends as advancy slips of the market review for the 28th of August, for which he will accept our thanks. Via ran Francisco we hear the first news from the Arctic, the particulars of which will be found in the following from the | Sept.

On the 18th of June last, the schooler Adv. A. Frye, below. ing to Mesers, Goodall & Nelson, left San Francisco, carrying a crow for the Coronthican, and a full supply of rigging, sails and stores, and means necessary to get her off, if possible, and emake her to reach San Francisco. The Free arrived in St. Lawrence Bay on the 14th of July, and found the Corinthian sunk in ten lathous, having been cut down by the ice during the month of May. Her upper works had been entirely carried oway, and she was lying upon her starboard side. The crew of the schooner save soled in recovering, however, three anchors, a small portion of chain, and the windless. By the arrival of the Frue we have a report of the catch of the following vessels, given by the box's Henry Tubor, of New ledford, which was spoken by the Frys on the 251 of July: Shipo-California, 2 wholes; Daniel Webster, 1; Geo. How land, 2; Hibernia, 2; Josephene, 2; On gand, 1; Progress 5; Tritions, 4; Florida, of San Francisco, 1. Barks—Henry Ta-bor, 2; Active, 2; John Howhand, 6; Helen Mar, 1. The f dowing vessels were spoken by the Frys: July 224, beig Pfeel, of Honorato, and hark Henry Tuber, of New Best-field, bound from Phover Bay to the Arctic. No date, schooner Lewis Perry, from Placer Bay. August 24, 160 miles southeast of St. Paul's Inland, achieves General Harney, bound north. August 14th, latitude 42 > 16 north, longitude 132 >

rest, back Christopher Mitchell. The following telegrams are of interest in this connection : New York, August 25th.-These million dollars in gold one houses in San Francisco to day by LONDON, August 19th-The Bank of England has reduced

the rate of discount to 24 10 cont. Wasternarow, August 18th. -The total revenue receip

An official proclamation has been made of a convention between the United States and France, securing in their respec-tive territories the guaranty of property trade marks, to take effect October 26, and continue ten years.

LONDON, August 25th. - The Times has an editorial on the prospective prices of grain, and says: "We may look for a Cardies, page."

Vene of sufficiency, if not of abundance. The harvest is within Drugs, page.

El Wester of the average, and with the continuance of the Dry goods, page. present pleasant weather may still improve. All the crops except wheat are luxuriant, and with good corn, imported and sold under 50 shiffings If quarter, we can easily afford to lose a little home-grown wheat for the sake of a pienciful stock of

Gold in New York, Amount 25th, LSL Megaw Gen.-\$1 80 currency ; whale, \$1 10. Woot -22 #34 cts. for onlinary.

While changing over our exchange papers, our eye caught the following remarks called out no doubt by the strengous officers of rival interests to control the press. It is as applicable in Honoluju as in New York: "A mercantile firm that undertakes to control the commer-

ciat reports of any newspaper by editing its commercial news, may justly be suspected of having alterior motives in view, such as the logary of rival houses or the benefit of its own." LOCAL COMMERCIAL.

We note the following movements of the shipping at this part since the sailing of the last steamer, August 7th :-

ARREVALS. Aug. S-Am bark D C Murray, Shepherd, 17 days from Sa 15 - San Salvador ship Cullao, Lavarello, 55 days from

Macao, China. 15—Brit ship Golden Horn, Cutting, 11 days from Sar 16-H I M's stur La Mothe Piquet, St Hilaire, 11 day from San Francisco.

17—Am bark Cambridge, Frost, 21 days from Europe.

24—Am ship Lorenzo, Follansbee, from Baker's Island.

24—Am wh bark Monticello, Potts, from Onaluska.

with 120 bbis oil. 26—Am bark Camden, Robinson, 26 days fm Teckalet, 26-Am ship War Hawk, Williams, 13 days from S 26-Haw bark R C Wylie, Halterman, 114 days from

27—Am bark Comet, Fuller, 13] days from San Francisco.
2—Am ship Haze, Forsyth, 16 days fm San Francisco.
5—Haw brig Kamebameha V, Rickman, 39 days from Howland's Island.
6—Am stmr Idaho, Floyd, 11 days from San Francisco.

Aug. 7—Am stmr Idaho, Floyd, for San Francisco.
7—Am ship Rivat, Deane, for McKean's Island.
12—Am bk Ethan Allen, Snow, for San Francisco.
19—Haw wh bark Manna Loa, Briggs, to cruise.
20—Brit ship Golden Horn, Cutting, for Baker's Island. 21-San Salvador ship Callao, Lavarello, for Callao. 21-H I M gunboat La Mothe Piquet, St Hillaire, for

Tahiti.

Aug. 30—Am ship War Hawk, Williams, for McKeans Island.

2—Am bk B C Murray, Shepherd, for San Francisco.

2—Am bark Camden, Robinson, for Puget Sound.

2—Am ship Hase, Forsyth, for Hongkong.

6—Haw bk R W Wood, English, for South Sea Islands.

9—Am ship Zouave, Johnson, for San Francisco. The steamer Idaho arrived promptly on Monday last, bring-

ing the usual freight and passengers. She leaves again on mday, taking a full freight and but few passengers. The bark Comet is nearly louded for San Francisco, and will sail to-day or Monday, with a full cargo of island produce, Mesura. C. Brewer & Co. agents.

The back Cambridge, Messes, Welker, Allen & Co. agents, will follow the above, and load with despatch for the same port, leaving about the end of the coming week.

Besides the above, the vessels in port are the R. C. Wylie, soon for Bremen, the ship King Philip, the brig Kamehameha V., from the guano islands, to return thither about the 20th, the ship Lorenzo, seeking repairs, and the whaling bark

The ship Zongre from Newcastle, N. S. W., touched at this port on the 9th, enroute for San Francisco, and sailed for her

Sugar and motiones come in quite freely from the plantaions, averaging two hundred tons a week, with a prospect of ontinuance at the same rate to the close of the year, when here will probably be an increase. The reports from the

plantations are generally good, and the average yield will be Trade for this season of the year is considered very good, with a steady demand from the country districts for choice

generally appear and those vessels that wait till then will obtain

Panama in June last, has taken a cargo of arms, shot and powder, and sailed from Panama, as is supposed, for Cuba. The British ship Nicoya, Capt. Jones, sailed from London

ever one thousand time amorted merchandler, consigned to Messers. Waterhouse & Sors. She will be due in December. The Dunish brig Carl Ludwig sailed from Hongkong, August 31, with a curgo of assorted Chinese goods consigned to Mesers. Along & Achuck. She will be due about the 30th

. The wreck of the British ship Mattre Banks, as it lies on luker's Island, was sold on Wednesday by Messry. Adams & Wilder for the sum of \$100. Articles saved from the wreck remaining on the island were seld for \$268, and the articles brought here realized \$715, making a total of \$1,113.

Sight drafts on the East, payable in gold, are obtainable at

PORT CHARGES. The following schedule of expenses attending the entrance tending merchant, at our request, and is inserted to the end charges attending a ship of 1,000 tons will be found to be about \$350 : BATES OF TOWAGE, BY THE STEAM TEG PELE.

Merchant vessels, 1000 tons and upwards\$7	5 1	60	
Merchant vessels, 500 to 1000 tons	8.5	100	
Merchant vessels, under 500 tons		90	
Brigs and schooners, over 200 tons	51	00	Н
Brigs and schooners, under 200 tons	3 4	90	
Foreign whale ships and barks		90	
Hawaiian whate ships and barks 4		490	ı
CUSTOM-HOUSE CHARGES.			И
Auchoring ship outside		99	ı
		100	П
Light-house fees	1	00	
Buova	2 (	90	Н
Inward manifest	2 (	00	d
	2 (	100	d
	T		1
		200	4
			а
	T		3
			4
HARBOR MASTER'S CHARGES.	1174	~	d
Wharfage, # ton # day\$	. 0	MP.	1
Hauling ships, each time	1	**	1
	1		1
Discharging Hawaiian seamen, each			4
Government tax on Hawalian scamen, each	i		1
Stames and shipping articles	i		3
Stamps and surpost articles, transfer.	-	~	ā
Shipping Master's fee or procuring men, each \$ 3		w	4
Surveyor's fees. I report		W .	1
Bitterayor's late. P. Depost	0	22	1
	ő		ı
			ě
Stemes amples for discharging, per day			ı
		4	ı
Water from water-hoor in harbor, " gall 6	. 0		1

one Francisco—Per stmr Idaho, Sept. 6th—Mrs H Mo-m and child, H H Houghton and wife, A C McIntosh, Green and wife, A T Atkinson, wife and child, Dr J M may and wife, Wm Cieghern, Domorick Dance, A Cohn, Illay, Dr Ed Storror, Dan'l Foster, E J McLaughlin, John berk, Fred Butganhach, A Richt, Alex Lutche and wife, t Frederick, I Fisher, Atoi—27. Bangu's Island Per Kamehamsha V, Sept 6th— t Raigh and 14 others, crew of the wrecket ship Mattie to, Mr A Edwards, C Allen, I Smart, J Newman, and 25

PASSENGERS.

Ships' Mails.

FOR MAN FRANCISCO -- Per stmr Idaho, Monday, Sept. 13. For Lanaisa - Per Nettle Merrill, on Monday For Hilo-Per Paushi or Kate Lee, Monday.

PORT OF HONOLULU, H. I.

ARRIVALS. 4-Schr Ka Moi, Powers, from Mani.

4 Schr Mary, Kase, from Kauni.
5 Haw brig Kamehameha V. Rickman, 59 days from Howland's Island.
5 Schr Mary Ellen, Crane, from Mani. Schr Hattie, Nika, from Mani. Schr Active, Mettish, from Mani. 5-Schr Luka, Lambert, from Kanhi 5 Schr Pairy Queen, Smith, from Kauni, 5 Schr Prince, West, from Hawaii 3- Schr Kooni Ana, Rikeke, from Kauai.

6—Am atmr Idaho, Floyd, 11 days from San Francisco 6—Schr Mariida, Berrill, from Hasenii.

-Schr Owana, Managathelehele, from Maui. -Schr Moi Keiki, Nape, from Maui. 9—Schr Warwick, John Bull, from Molokai.
9—Am ship Zonave, Johnson, 66 days from Newcas-tle, N. S. W.
10—Schr Nettle Merrill, Cluney, from Maui. 10—Schr Kainalle, Ballastler, from Molekai.
10—Schr Mannokawai, Makani, from Mani.

11-Schr Ka Moi, Powers, from Mant. 11-Schr Odd Fellow, Kaapuni, from Mani. DEPARTURES.

11-Schr Kate Lee, Taylor, from Hawaii.

6-Haw bk R W Wood, English, for South Sea Islands. 6-Schr Nettie Merrill, Cluney, for Mani, 6-Schr Odd Fellow, Kaapuni, for Mani. 6-Schr Kamaile, Ballistier, for Molokal. 6-Schr Manuokawai, Makahi, for Muui. Schr Active, Mellish, for Maul and Hawaii -Schr Prince, West, for Hawaii

-Schr Annie, Paty, for Hawni. -Schr Mary Eilen, Crane, for Mani. -Schr Fary Queen, Smith, for Kanni. Schr Mary, Kani, for Kanai.
Schr Hattie, Nika, for Kanai.
Schr Luka, Lambert, for Kanai. 9-Am ship Zomave, Johnson, for San Francisco. 10-Sch Moi Keiki, Nape, for Mani.

10—Schr Warwick, John Ball, for Molokai.
10—Schr Owapa, Makambelehsie, for Molokai. MEMORANDA.

The N. P. T. Co's steamship Idaho, Floyd, commander, left Honolulu, August 7th, at 4.65 r. s., and arrived at San Francisco, August 19th, at 1.40 r. s. Returning, left San Fran-August 26th, at 4:11 P. M., and arrived at Honolu cisco, August 26th, at Sept. 6th, at 5:05 p. M.

IMPORTS.					
e, pkgs. pkgs	466 225	stmr Idaho, Sept. 6th :— Ink, pkgs Iron pipe, pkgs Iron hors, pkgs			
******	9.48	Leather, pkgs,			

\*\*\*\*\*\*\*\* Apples, page .. 40 Nails, page cond, page 313 Onions, pkgs. 148 Outs, pags ........ 6 Powder, piege ..... eer, pkgs ..... 106 Paints, page ..... gure, page. ... 4 Pumps, page ...... Rope, pkgs ..... 19 Tes, page ...... urniture, page ...... 236 Wheat, pkgs ...... Glassware, pkgs 4 Whisky, page ..... FROM BARER'S ISLAND-Per Kamehameha V, Sept 6th

Barrels, empty. No.

And material saved from the wreck of the Mattie Banks. EXPORTS. FOR ISLANDS IN THE SOUTH PACIFIC-Per R W Wood,

Sept. 4th: -Spores......Value-Fereign, .. \$4,655 90; Domestic, .. \$368 80

NEWNANN-At Kolon, Kausi, Sept. 31, a son to Mrs. Mary Ann Newmann, widow of the late Chas. F. Newmann,

Joxes-In this city, on the 5th inst., of heart disease, Wm. Jones, in the 49th year of his age. Deceased was a native of New London, Conn., and has been a resident of these Islands since 1851. [New London (Conn.) papers please copy. WEITCH-At Koloa, Island of Kauai, August 28th, Joseph Weitch, aged 61 years. The deceased was a native of England, and for more than 30 years a resident of these Islands.

## THE PACIFIC Commercial Advertiser.

SATURDAY, SEPTEMBER 11. On our first page we copy from a New York paper a communication, written, as we understand, by our respected friend Mr. Danon, to which we call special attention, inasmuch as it seems to have been penned to enforce the same ideas which we have uttered freely in this paper, during the last few years, and for uttering which we have been grossly and persistently misrepresented by the official organ of the Hawaiian Government. We are glad to see our reverend friend come out so unreservedly and express opinions which, had they been expressed here during the discussions, would have allayed much ill feeling. Even at this late day, their expression tends only to sustain us in one of the important points we have been contending for-a modification of the coolie system. The publication of his letter in America shows that the air of that free republic is different from that of Hawaii nei, and that, either the great question assumes a more important aspect there, or else that there is less restraint there in the expression of one's opinions. The writer says: The question arises, How shall the Chinese be viewed? How treated? Shall they be treated as other foreigners seek-ing our shores; or shall they be treated as a class from is the question to be answered. Now appears to be the proper time for its full, free, and frank discussion; and whoever can throw any light upon it is in duty bound to shed that light, although it be no more than that of a small taper or a rush-

Now the burthen of our public discussions has been that all laborers or emigrants be encouraged to come hither voluntarity; that every Francisco, and published above, is fully up to that of former | contract be a voluntary one, or what is betseasons. It is during August and September, that the whales | ter still, that no contract be made abroad ; that no special laws be made, applicable only to one class of laborers; that the same laws be applied between this port and California, and which was combinned at to them as to Hawniian laborers, and that they shall be held exempt from sale, as was done by public auction, in violation of Hawaiian laws. on the 6th of September, for Honolulu, with a large cargo of when the Princeville and Waihee Plantations were sold; in short, that they be treated as other foreigners seeking our shores.

Again we quote from the letter: Looking at this question in the light of reason, facts, and common sense, who will dare say that the Chinese shall not be admitted to all the rights and privileges of American citizens upon precisely the same terms and conditions that foreigners are admitted coming from Ireland, Germany, Scandinavia? Any other policy will work only evil; and, if a mistake or error is now made, its consequences will be fatal in coming time. Let our statesmen and national legislatures learn wisdom from the past history of our country.

and clearing of shipping at this port has been furnished by a in the recent discussions? All that we contend Justice of the Supreme Court. Now it must be edged, and wrong discountenanced, and that the tody, at the instance of libellant, and not on this contract, those holding the estate of said Walker, Aller & Co., have or were intended to have in and to the services of

> United States, and its solution is very simple, if government will make the necessary changes. One year from now the term of many of the Chinese laborers will expire and more must be obtained somewhere, or our plantations must come to a standstill. Our views have been freely expressed in our issue of March 27, and were

embodied in these propositions: 1.—That the coolie trade, as now carried on, should be aban-loned, as being contrary to the spirit of the age and civiliza-lion, and injurious to the prospective interests of this group.

2.—That free immigration of both whites and colored labor-ers, from any foreign country, should be encouraged, especially

of families.

3—That all the restrictions forbidding the importation of laborers be repealed, and that open encouragement be given to any parties to introduce free laborers or immigrants.

4.—That the proper position of the Government is to act not as principal in immigration enterprises, but as protector of immigrants, making all necessary rules and seeing them enforced.

Not only must the system of emigration be voluntary, but it must be left unrestricted, so that each planter or his mercantile agent can send when and where he may choose and obtain his lattopers, while Sovernment carefully watches

the wages are to be, the nature of the service, &c., could meet all the inquiries that might be made. Does any planter doubt that laborers procured in this way, through the house of Afong & Achuck, or of Chunghoon & Co., would fail to give satisfaction? The reputation of

none but good men would be procured. scourge than the drought or borers.

A Brilliant Judiciary.

A wise and independent judiciary is the glory of a country. It is the guard of the Constitution, the shield of the royal prerogative, the strong arm of the government in the administration of the laws, and is the only power charged with the history of a country shows its grade in the scale political status of a people. A weak, imbecile and incompetent judiciary marks the moral and social decline of a nation, the progress of crime, the disregard of individual rights, a neglect and suppliant knee to power, is a puppet in the Greelev endorses. hands of a few who work the wires behind the scenes, law is ignored and individual right clouded | ance of coolies, we can cite an instance where a | China Goods of all Descriptions, and in all kinds of and befogged, so the Courts dispense not justice party in England agreed to come to this city and and law secures not right. Have we such a work for Messrs. A. B. & Co. The agreement

The history of the case of Thomas Hazlin vs. rendered, rate of pay, term of service, and pro-Henry McDonald will tend to illustrate this point, vision made to pay the traveling expenses of the and will develope an answer to our question, and | party on his return to England. After the arthe fact whether our Supreme Court needs regen- rival of the party here the firm of A. B. & Co.

gross abuse and outrages on the person of the tract, although the term of service named in the sentative of his government, and the contracting Why does not the law operate with the same parties in the treaty, alone had the power to make objection to the jurisdiction by way of protest; that the Court had jurisdiction over the person and subject matter, and that the Supreme Court had repeatedly decided the point in analogous cases. This objection was argued by Mr. Jones and Mr. Stanley, and when the argument on that point was concluded, and before the plea to the jurisdiction came up for argument at all, the Court jumped over the written objections of Mr. Jones, ignored their existence and proceeded to pronounce the opinion of the Court on the plea to the jurisdiction, overruling the same. This was the first blunder in the trial of the cause. Mr. Stanley with some warmth objected to the Court taking such a steeple-chase leap, but Judge Widemann calmly replied that if he desired to argue the case he might do so, with somewhat the air of the Hibernian, who said, "Be jahers, its meself thats' open to conviction, but I'd jest like to see the man who could con-

The case was tried, arguments closed, taken under advisement, and subsequently a paper written in pencil, horribly interlined, not properly headed or dated, and not signed at all, was filed with the clerk as the judgment of the Court. The decision of the Court was that respondent should pay the wholly inadequate sum of \$250 damages, and not a word was said about the costs, or about respondent's being held in custody till the damages were paid, or that final process should issue. This was compound blunder Nos. 2, 3, 4 and 5. Properly this judgment should have been given in open Court, where, if wrong, it could have been modified at the time, and the libellant's proctor could have taken the necessary steps to enforce the payment of the damages, by an order for arrest or a capias exe-

In the meantime the respondent, not paying the amount of damages, continued under arrest until the morning of the 8th inst., when his Substituting the word Hawaiian for " Ameri- proctor, R. H. Stanley, Esq., prepared and filed can" in this paragraph, what language could be a petition for a writ of habeas corpus, directed more expressive of the sentiments of this paper to the Hon. A. S. Hartwell, First Associate for is that certain principles of right be acknowl- borne in mind that the respondent was in cuslaborer, during his term of service, be he Chinese,

Japanese or South Sea Islander, be placed on the

same footing as a Hawaiian or naturalized for
was not positive of the babons corrupt!

His said R. H. Stanley has and does hereby contract to and with same footing as a Hawaiian or naturalized foreigner, and not have a separate code made applicable only to him. As Mr. Damon says, we
must look this question in the face, and deal
with our Chinese "on the same terms and conditions" as foreigners from other parts.

The labor question here is as important to us

The labor question here is as important to us
and to our agricultural interests, as it is in the the petition for habeas corpus:

"Let the petitioner be discharged from custody, unless he is required to answer further in the libel suit on which he was arrested before the Hon. Judge Widemann. A. S. H. This document was no sooner signed than the petition for habeas corpus, with the above enorsement, was presented to the Hon. H. A. Widemann, who, without any notification to libellant or his proctor, makes the following en-

"Final judgment having been given in this case, let petitione be discharged. September 8th, 1869. H. A. W." Here was the final blunder. Up to the present time, is not this case as clear as mud? And how must we class our judiciary? Is it wise, independent and the glory of the country, or is it weak, imbecile and incompetent? Men who have lived in an enlightened land, having common sense and intelligence, if they never looked in a law book, can form a correct conclusion.

Would it not be a sound rule for our justices of the Supreme Court never to decide a question

over and protects their rights. There are no without reflection, and never to reflect until they parties better qualified to secure for us good have read the law? And if they do not underlaborers than our Chinese houses. They have stand the law, would it not be better to consult their correspondents all over China, and can at someone who does before they make a guess? for their leisure, send to the inland agricultural dis- guessing at legal principles that involve grave and tricts of Amoy or Foochow, and secure the best serious rights, tends to sap the foundation of jusof field laborers, -just what our planters stand tice itself. Gloomy indeed looks our legal horiin need of. Probably one of the firm would go zon. Justice seems struggling bewildered in a in person, and thus by explaining to the emi- sea of confusion and ignorance, surrounded by the grants what the terms of the contract are, what wreck of the people's rights. Is there no remedy? Must the people endure this evil in silence?

The writer of the last extract (we mean that from the P. C. d.,) can not show one instance in this country, in which a contract with a Chinaman has been held to be "binding in cases where the laborer never saw the contract he is said to have signed, and even where his name is not mentioned in the

The Gazette writer, in our opinion, knew betthese firms, their intimate knowledge of the ter than to make the above assertion, but finding character and habits of the Chinese, and of the himself where there was no use of shuffling, in best places to secure each class of laborers fact where a falsehood boldly uttered might be wanted, all conspire to give the assurance that useful in blinding a few who have faith in him, chooses the only alternative left. We append There has been unnecessary mystification about | below a contract, or rather what purports to be this labor question, created by the Government one, made between "Chankhu" and "G. F. Gazette's attempts to distort our views. We are Parker, Esq., on behalf of Messrs. Walker, opposed to the Government's making any mo- Allen & Co." The lot of coolies, of which nopoly of it, at the expense of the planters; we "Chankhu" was supposed to be one, arrived are opposed to all abuses of the system, whether here after the failure of Messrs. Walker, Allen it be in the manner of the procural of laborers & Co., and the assignees of the bankrupt estate, or in their treatment while in service; and we under instructions, and with the consent of the contend for the utmost freedom in enlistment and Board of Immigration, made an assignment of for voluntary service while it lasts. If we can the man "Chankhu" to R. H. Stanley, Esq. unite on these terms, there need be no trouble in From his employer we learn that the man says getting all the laborers wanted. But if there is that he never signed the document which purno disposition on the part of the Government to ports to bear his signature; that his name is not yield to the public good, the planters must suffer, "Chankhu;" that he was numbered 23 and a and the plantations become blighted with a worse copy of the contract bearing the same number was placed in his hands. The contracts were evidently made out by the score and numbered, and then each man was numbered and a copy of a contract given him, the contents of which he may or may not have known.

The Gazette will doubtless say that this is an instance of the injustice which obtains when private parties are allowed to import coolies; but impartial administration of justice. The judicial we can produce contracts made out abroad, to which the Board of Immigration is a party, open of civilization; it exhibits the moral, social and to the same objection; in fact where women have been palmed off upon parties as wives of coolies which they had engaged, when no such tie existed. This contract also exposes the system of assignment under which Chinese are made articles trampling upon the laws, and finally ends in a of sale and purchase, chattels, conveyed after the long train of evil, crime and moral turpitude, manner of horses and cattle-a system which the that marks the reign of legal anarchy over the Gazette claims as legitimate and proper, and ruins of justice. Such a judiciary bows the which the same paper would have us believe Mr.

To show that advantage is taken of the ignorwas drawn up in due form, citing service to be was dissolved, and the successor, C., agent of This suit was commenced by a libel filed by W. the old firm, was called upon for payment of C. Jones, Esq., proctor for the libellant, before traveling expenses, upon the ground that the the Hon. H. A. Widemann, Second Associate contract was void, as the one party to the agree-Justice of the Supreme Court, in a cause of per- ment did not have a legal existence and that the sonal damages, civil and maritime, for alleged successor could not hold the party under the conlibellant, by which his left eye was permanently | contract had not expired. The agent paid the injured and for which he prayed \$2500 damages. sum claimed and the party left. In his case the The proctor for the respondent, R. H. Stanley, party who had agreed to the performance of Esq., filed a plea to the jurisdiction. Mr. Jones, labor was intelligent enough to know that upon for the libellant, filed a written motion containing the dissolution of the old firm he was not held to objections to the Court entertaining said plea, on | service with its successor; and upon consulting a the ground that under the treaty stipulations, on lawyer and stating his case he was told that which said plea was based, the Consul, as repre- under the laws of this Kingdom he was free. force in the case of the coolie?

ARTICLES OF AGREEMENT, made this 15th day of August in the year of the Christian Era One Thousand Eight Hundres and Sixty-Six, being the 6th day of the 5th year of the reign of Tung-chih, between Chankhu, native of China, of the one part, and G. F. Parker, Esq., on behalf of Messrs. Walker, Allen & Co., Honolulu, Hawaii, of the other part: The said Chankhu doth hereby promise and agree to, and with the said G. F. Parker, his executors, administrators, and assigns, in manner and form followings that is to say:—
1.—That the said Chankhu shall and will so soon as he

1.—That the said Chankiu shall and will so soon as he shall be required by the said G. F. Parker, embark on board the Dutch bark *Antonia Petronella*, now lying at anchor in the harbor of Hongkeng, and bound for Honolulu, and remain on board the said ship henceforward until she proceeds to sea, and shall then proceed as passenger on board the said bark to Honolulu, for the purpose of carrying out the stipulations ereinafter contained on the part of the said G. F. Parker.

2 —That the said Chankhu shall and will perform such labor G. F. Parker, his executors, administrators and assigns may direct during the term of five years (Sundays, 3 days on the Chinese New Year, and other festivals acknowledged by the Government excepted,) to be computed from the date of his entering upon his duty.

3.—That the said G. F. Parker, shail provide the said

Chankhu with a free passage to the said Honolulu, and shall supply him gratuitously with such food and clothing as may supply him gratuitously with such food and clothing as may be necessary for the voyage.

4.—That so long as the said Chankhu shall continue and be employed as aforesaid, he the said G. F. Parker, shall well and truly pay or cause to be paid to the said Chankhu wages at the rate of four dollars per calender month, besides board, lodging, medical attendance, all free of expense, and a present of two dollars at New Year, but no wages during illness.

5.—The said Chankhu promising faithfully and punctually to observe all ordinances on labor, to show such respect and obsdience as laborers or servants owe to those whose services edience as laborers or servants owe to those whose services

mentioned Chankhu for the purpose and under the conditions aforesaid, promising faithfully to observe all conditions, kindly to treat or causing to be kindly treated the indentured person and pay or cause to be punctually paid his wages at the end of

very month.

7.—That the said G. F. Parker, or his agents shall on demand of the said Chankhu, so soon as he shall embark on board the said Dutch bark Antonia Petronella, for the purpose of carrying out the terms of this agreement, make an advance on account of wages to the said Chankhu to the extent of (\$10) ten dollars; and shall pay or cause to be paid monthly the said Chankhu the wages to be earned by him in the sa Hawaiian Islands to be computed from the day of the date of his arrival at Honolulu, provided always, and it is hereby agreed, that any sum so advanced to the said Charkhu as aforesaid, shall be deducted out of his wages at the rate of one per calcuder month.

s done in duplicate each of the parties retaining one

copy and who declare themselves to be entirely satisfied with the above conditions and for the performance of the same to bind their persons and goods in the most efficient manner ac

(Signed) (Chinese characters.)
(Signed) G. F. PARKER.

Name Chankhu, age 25, native of Shuning.
I certify that on this 15th day of August, 1866, at Hongkong, in my presence, the above contract was fully distinctly and intelligibly (as I believe) explained to the above named laborer in a dialect which he understood: that he expressed himself willing to be bound by its terms; and that he received the sum of (\$10) ten dollars advance.

JNO. Noncurr,

Emigration officer.

KNOW ALL MEN BY THESE PRESENTS, that we, Charles R. Bishop and James W. Austin, assignees in bankruptcy of the estate of Walker, Allen & Co., in conformity with the provi-

In witness whereof, the said assignees of the estate of Walker, Allen & Co., have hereto set their hands and seals this 30th day of April, in the year of our Lord One Thousand

Eight Hundred and Sixty-Seven.

CHAS. R. BISHOP, Assignees of estate of J. W. AUSTIN, Walker, Allen & Co. R. H. STANLEY. Executed and delivered in presence of John Gaskin.

FERD. W. HUTCHISON,
Minister of Interior and President Board of Immigratio

WANTED. AN UNFURNISHED COTTAGE, CONtaining two rooms, in or near Honolulu. Box 86 P. O. Emma street preferred. English and European News.

THE MAIL, A PAPER CONTAINING THE NEWS.

A the principal Leaders a well-digested Summary, and all interesting matter from the Times, and is thus rendered available in a cheap form, for persons residing abroad or in the The days of publication are Tuesdays and Fridays in the fermoon, and the price is 3d. per copy, or 8d. a week post

Subscribers can obtain "THE MAIL," through Newspaper Agents, or may have it from the Publisher, on pre-payment, as Printing House Square, London. 694 cm Telegraphic Cables.

The new telegraph cable, which has been success fully laid under French auspices, is the third that now crosses the Atlantic. The first and second were laid and are now worked by the Anglo-American Telegraph Company. Up to the present time they have had the business all to themselves, and the profits have been very large. Commencing with a charge of ten dollars for every word transmitted, they soon reduced to five dollars, then to two and a half dollars, and quite recently have fixed the price at one dollar a word for all messages of ten or more words. Under each reduction the business of the company has nearly doubled. The entire receipts for three years ending July 26, 1869, amounted to \$3,225,000, or over one million per annum on a capital of five millions. With this experience of the pioneer company, it is no wonder that a new one has been formed.

This French company is headed and controlled by Erlanger, the noted French capitalist, who aided the rebels so materially during the civil war, and Reuter, the well-known European telegraph owner. They have secured from the French Government a monopoly for twenty years of all telegraph lines between France and America. But whether the French Government has a right to cede what does not belong exclusively to it; or whether Congress will confirm this grant, and thereby debar American citizens from competing with the French line, remains to be seen. Until the meeting of Congress, the American Government has decided to allow the cable to be landed, but no business to be transacted with it. The decision of the question involves rather a nice point, and it would seem unfair in an international point of view, to concede to the citizens of one country any advantage over the citizens of auother, if either wish at any time to establish a second line. Equality would seem to be the only fair basis for a settlement.

We refer to this subject, as the time may come when application will be made to the Hawaiian Government for a similar privilege; and although at the first glance, it may appear absurd to raise any objection to the granting of a lifelong monopoly, yet when we reflect that within thirty years this ocean will be crossed by from ten to twenty telegraph lines, and that the business of distant countries will be transacted chiefly by telegraphy, as it now is in England and Germany, the point at issue may be one of considerable pecuniary importance. No monopoly should be granted, unless for a very short period.

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Each one warranted to be a first-rate singer. KONA COFFEE! A SUPERIOR LOT OF OLD KONA COF

WALKER & ALLEN. Notice to Contractors.

PLANS AND SPECIFICATIONS FOR A BELL TOWER, for the Honolulu Fire Department may be seen by calling on the undersigned, on Monday, Sept 13, 1869; and Sealed Tenders will be opened at a meeting the Department, to be held in the Hall of Mechanic Engine Co. No. 2, at 8 o'clock P. M., on Saturday, Sept 18th.

CHAS. T. GULICK, Sec'y of Dept.

Honolulu, Sept. 11, 1869.

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Supreme Court.

Before Hartwell, J., Wednesday, Sept. 8 .-R. H. Stanley, Esq., for H. McDonald, filed a petition for the issuance of the writ of habeas corpus, for the above named defendant in the late libel suit of Hazlin vs. McDonald. The petition sets forth that McDonald is held in custody by the Deputy Marshal, without due process of law and praying that the officer may be commanded to bring him into Court, and that he be discharged from custody.

The Court, on ascertaining that the petitioner was held under the original writ from the Admiralty Court, and that that Court had made a final judgment in the case, but had made no fur- PORTLAND, OREGON. ther order as to the detention or discharge of the petitioner, thereupon endorsed on the petition an order for his discharge, "unless he is further required in the libel suit before Judge Widemann." Subsequently, on the same day, Widemann, ,, before whom the libel case had been heard and decided, and under whose original writ McDonald was held, endorsed below the order of Justice Hartwell, to the effect that the judgment in the libel suit having been final, the petitioner must be discharged.

Thursday, Sept. 9.—In Admiralty, before Widemann, J., W. C. Jones, Esq., Proctor for the libellant, Thos. Hazlin, moved, 1st .- That the Court correct its decree in the above cause, by adding costs against the Re-

spondent.
2d.—That the Court grant an execution against the Respondent in the form of a capias ad satisfaciendum, and that he be held for the payment of the damages and costs. After argument by Mr. Jones, for his motions, which he read numerous English and American authorities, followed by Mr. Henry Thomp-

on of counsel for the Respondent, the Court

took a recess until 1 P. M. At that hour, Justice Widemann rendered his lecision substantially as follows: In regard to the first motion of the Proctor for the libellant, the Court had a hesitation in saying that it had considered that the Respondent against whom the decree was issued was thereby

iable for costs, but that there might be no discussion arise out of the fact that costs were not mentioned in the decree, they were now ordered to be remitted. As to the second motion, the Court was reuctant to issue the writ of capias in this case without preliminary steps first taken, and would deny the writ, but would grant a monition, directing the Respondent to pay the amount of the decree within four days, and if not so paid,

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the Court would then issue the capies asked for.

THE UNDER-SIGNED offers for sale, Cheap, for Cash or ap-1 Fine Carriage, 2 Drays, 1 Horse and Harness 1 Lumber Wagon, And a number of Horse and Mule Carts. WM. DUNCAN, King street, opposite the Station House

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Ladies' Bows (not beaux)
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Latest Styles in Sets, Collars and Cuffs,
White and Colored Antimacassars,
Ladies' Corsets, Stamped Doylas and Toilet Sets, Ladies' and Gents' White and Col'd Kid Gloves. HOSIERY.

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